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December 3, 2021

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Executive Director  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

Re: Revised Load Tariffs for Duke Energy Carolinas, LLC and Duke Energy  
Progress, LLC  
Docket Nos. 2013-298-E and 2015-163-E

Dear Ms. Boyd:

Duke Energy Carolinas, LLC (“DEC”) and Duke Energy Progress, LLC (“DEP”) (collectively, the “Companies”) respectfully request that the Public Service Commission of South Carolina (the “Commission”) approve certain ministerial revisions to DEC’s revised Rider PM (SC) Power Manager Load Control Service Tariff and DEP’s Residential Service – Load Control Rider LC Tariff (collectively, the “Tariffs”).

The Companies are requesting these changes because the associated programs are available to all individually metered residential customers, and the specific tariff references within the Tariffs may improperly exclude customers on other tariffs as a result. The Companies therefore propose these minor tariff changes to remedy that issue.

Attached to this letter are redlined versions of the revised tariffs. The Sixth Revised Leaf No. 71 for DEC’s tariff would remove “on Schedule RS, RE, RB, RT or ES” from the first sentence on Availability. It would also correct the effective date and update the docket and order numbers. Likewise, the Rider LC 10 for DEP’s tariff would remove “on Schedule RES or R TOUD” from the first sentence on availability. And it would correct the effective date and update the docket and order numbers.

In light of these minor changes, DEC and DEP respectfully request that the Commission approve these revised tariffs without notice and a hearing. Under S.C. Code Ann. § 58-27-870(F), the Commission may allow these “tariffs to be put into effect without notice and a hearing” because the “tariffs do not require a determination of the entire rate structure and overall rate of return, . . . do not result in any rate increase to the electrical utility,” and the tariffs “are otherwise necessary to obtain orderly rate administration.”

Many thanks in advance for the Commission’s time and consideration of the Companies’ request.



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Very truly yours,

Vordman Carlisle Traywick, III

VCT:tch  
Enclosures

cc: Parties of Record (via email)

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## RIDER PM (SC) POWER MANAGER LOAD CONTROL SERVICE

### AVAILABILITY (South Carolina Only)

Available to individually metered residential customers receiving concurrent service from the Company ~~on Schedule RS, RE, RB, RT or ES~~. Participating Customers may choose to employ (1) Company-provided Load Control Device(s) or (2) eligible Customer-owned thermostat(s) to interrupt service to each installed, approved electric central air conditioning unit(s) and/or approved electric heat pump(s) used for cooling, and/or approved electric heating source employing primary or backup electric resistance heating elements. Company shall be allowed to monitor their operation under the provisions of this Rider.

Customers choosing to employ Company-provided Load Control Device(s) contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit. This option is only available where Company has the necessary communications equipment installed and where load control signal can be satisfactorily received at Company's specified location on Customer's residence.

Customers choosing to employ their own eligible thermostat(s), listed on the Company's website, must have the thermostat(s) configured in a manner which allows the Company to remotely communicate and control Customer's equipment.

Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent.

Summer-Only thermostat-based enrollments are suspended on December 31, 2020, and ongoing participation will be limited to participants in place on December 31, 2020. Winter-Focused participants must have thermostat control of approved central air conditioning and central heating units.

Switch-based participants cannot participate in thermostat-based program options, and thermostat-based participants cannot participate in both Summer-Only and Winter-Focused options.

### PARTICIPATION INCENTIVES

Customer shall receive an Initial Incentive Payment following the successful installation and testing of the Load Control Device(s) or participating Customer's thermostat(s). Following each twelve months of continuous participation in the program, Customer shall receive an additional Annual Incentive. Monthly incentives will be provided to participating Customers for the billing months of July through October. Customer leaving the program may return anytime to the program but shall not receive the Initial Incentive Payment and must complete a twelve-month continuous participation on the program to receive an additional Annual Incentive.

### PAYMENT OF INCENTIVES

The Company's payment of Incentives, at its discretion, may be offered in a variety of ways, including, but not limited to, bill credits, checks, and prepaid credit cards as follows:

#### Initial Incentive

- For Winter-Focused Participants with Customer-provided eligible Thermostat(s) - One Time \$90 per residence through December 31, 2020 and One Time \$75 per residence thereafter
- For Summer-Only Participants with Customer-provided eligible Thermostat(s) - One Time \$75 per residence

#### Monthly Incentive

- For participants with Company-provided Cooling Load Control Device(s) for billing months of July through October - \$8 per residence per billing month

#### Annual Incentive

- For Participants with Customer-provided eligible Thermostat(s) - \$25 per residence

Duke Energy Carolinas, LLC

Electricity No. 4

South Carolina ~~Fifth~~<sup>Sixth</sup> Revised Leaf No. 71Superseding South Carolina ~~Fourth~~<sup>Fifth</sup> Revised Leaf No. 71

## RIDER PM (SC) POWER MANAGER LOAD CONTROL SERVICE

The total credits on any monthly bill shall not exceed 35% of the current monthly bill calculated on the appropriate rate schedule exclusive of such credits. In addition, the monthly bill shall not be less than the Basic Facilities Charge for the applicable schedule.

### APPROVED CENTRAL AIR CONDITIONING UNIT

An approved electric central air conditioning and/or electric heat pump unit is a central electric air conditioning unit used to cool the residence through a ducted system. All central air conditioning and/or electric heat pump units installed at the residence must participate in load control in order to receive Monthly or Annual Incentive.

### APPROVED CENTRAL HEATING UNIT

An approved electric central heating unit is a heating unit employing electric resistance heating elements, including air source heat pumps equipped with backup electric resistance heating elements, used to heat the residence through a ducted system. All heating units installed at the residence must participate in load control in order to receive the Annual Incentive.

### INTERRUPTION

#### Summer-Only Participants

Company shall be allowed, at its discretion, to interrupt service to each air conditioner for up to four hours during each day of the summer control season months of May through September. Company reserves the right for longer interruption in the event continuity of service is threatened. Air conditioner interruptions shall be limited to a total of 60 hours during any one summer season.

#### Winter-Focused Participants

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Company reserves the right for longer interruption in the event continuity of service is threatened. Heating unit interruptions shall be limited to a total of 45 hours during any one winter season. Interruptions of heating and/or cooling systems for the remainder of the year are limited to a total of 15 hours.

#### All Participants

At its discretion, the Company may preheat or precool the customers equipment prior to interruption period.

The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override a control event; however, if Customer exceeds two (2) control event overrides in a single winter or summer control season, Customer may be subject to removal from the program and shall forfeit the next subsequent Annual Incentive for that controlled device season. A control event override is defined as Customer requesting exemption from part or whole of the interruption time period. If Company is unable to communicate with Customer's thermostat(s) during a load control event, it will be counted as a control event override.

### EQUIPMENT INSPECTION AND SERVICING

For Company-provided Load Control Device(s), the Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the Public Service Commission of South Carolina and the laws of the State of South Carolina as applicable to meter tampering.

South Carolina ~~Fifth~~<sup>Sixth</sup> Revised Leaf No. 71

Effective for service on and after ~~December 18, 2020~~

PSCSC Docket No. ~~2013-298-E~~, Order No. ~~2020-831~~

Duke Energy Carolinas, LLC

Electricity No. 4

South Carolina ~~Fifth~~<sup>Sixth</sup> Revised Leaf No. 71Superseding South Carolina ~~Fourth~~<sup>Fifth</sup> Revised Leaf No. 71

RIDER PM (SC)  
POWER MANAGER LOAD CONTROL SERVICE

CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. If within the first year, the Customer wishes to discontinue participation in this Program, the Customers using Company provided Load Control Device(s) will pay a \$25 service charge and Customers who have received initial thermostat-based incentive will pay a \$75 service charge. Upon termination, the load control device(s), at Customer's residence will be remotely disabled to prevent further load control.

SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

South Carolina ~~Fifth~~<sup>Sixth</sup> Revised Leaf No. 71Effective for service on and after ~~December 18, 2020~~PSCSC Docket No. ~~2013-298-E~~, Order No. ~~2020-831~~

RESIDENTIAL SERVICE - LOAD CONTROL  
RIDER LC-~~810~~AVAILABILITY

Available to individually metered residential customers receiving concurrent service from the Company ~~on Schedule RES or R-TOUD~~. Participating Customers may choose to employ (1) Company-provided Load Control Device(s) or (2) eligible Customer-owned thermostat(s) to interrupt service to each installed, approved electric central air conditioning unit(s) and/or approved electric heat pump(s) used for cooling, and/or approved electric heating source employing primary or backup electric resistance heating elements. Company shall be allowed to monitor their operation under the provisions of this Rider.

Customer choosing to employ Company-provided Load Control Device(s) contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit. This option is only available where Company has the necessary communications equipment installed and where load control signal can be satisfactorily received at Company's specified location on Customer's residence.

Customers choosing to employ their own eligible thermostat(s), listed on the Company's website, must have the thermostat(s) configured in a manner which allows the Company to remotely communicate and control Customer's equipment.

Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent.

Summer-Only thermostat-based enrollments are suspended on December 31, 2020 and on-going participation will be limited to participants in place on December 31, 2020. Winter-Focused participants must have thermostat control of approved central air conditioning and central heating units.

Switch-based participants cannot participate in thermostat-based program options and thermostat-based participants cannot participate in both Summer-Only and Winter-Focused options.

PARTICIPATION INCENTIVES

Customer shall receive an Initial Incentive Payment following the successful installation and testing of the Load Control Device(s) or participating Customer's thermostat(s). Following each twelve months of continuous participation on the program Customer shall receive an additional Annual Incentive. Customer leaving the program may return anytime to the program but shall not receive the Initial Incentive Payment and must complete a twelve-month continuous participation on the program to receive an additional Annual Incentive.

PAYMENT OF INCENTIVES

The Company's payment of Incentives, at its discretion, may be offered in a variety of ways, including, but not limited to, bill credits, checks, and prepaid credit cards as follows:

Initial Incentive

- For Participants with Company-provided HVAC Load Control Device(s) – One Time \$25 per residence
- For Winter-Focused Participants with Customer-provided eligible Thermostat(s) – One Time \$90 per residence through December 31, 2020 and One Time \$75 per residence thereafter
- For Summer-Only Participants with Customer-provided eligible Thermostat(s) – One Time \$75 per residence

Annual Incentive

- Qualified Summer-Only Cooling System Controls - \$25 per residence
- Qualified Winter-Focused System Controls - \$25 per residence

APPROVED CENTRAL AIR CONDITIONING UNIT

An approved electric central air conditioning and/or electric heat pump unit is a central electric air conditioning unit used to cool the residence through a ducted system. All central air conditioning and/or electric heat pump units installed at the residence must participate in load control in order to receive the Annual Incentive.

APPROVED CENTRAL HEATING UNIT

An approved electric central heating unit is a heating unit employing electric resistance heating elements, including air source heat pumps equipped with backup electric resistance heating elements, used to heat the residence through a ducted system. All heating units installed at the residence must participate in load control in order to receive the Annual Incentive.

INTERRUPTIONSummer-Only Participants

Company shall be allowed, at its discretion, to interrupt service to each air conditioner for up to four hours during each day of the summer control season months of May through September. Company reserves the right for longer interruption in the event continuity of service is threatened. Air conditioner interruptions shall be limited to a total of 60 hours during any one summer season.

Winter-Focused Participants

Company shall be allowed, at its discretion, to interrupt service to each heating system for up to four hours during each day of the winter control season months of December through March. Company reserves the right for longer interruption in the event continuity of service is threatened. Heating unit interruptions shall be limited to a total of 45 hours during any one winter season. Interruption of heating and/or cooling systems for the remainder of the year are limited to a total of 15 hours.

All Participants

At its discretion, the Company may preheat or precool the customers equipment prior to interruption period. The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override a control event, however, if Customer exceeds two (2) control event overrides in a single winter or summer season, Customer may be subject to removal from the program and shall forfeit the next subsequent Annual Incentive for that season. A control event override is defined as Customer requesting exemption from part or whole of the interruption time period. If Company is unable to communicate with Customer's thermostat(s) during a load control event, it will be counted as a control event override.

EQUIPMENT INSPECTION AND SERVICING

For Company-provided Load Control Device(s), the Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in

Duke Energy Progress, LLC  
(South Carolina Only)

Rider LC-~~810~~  
Supersedes Rider LC-~~SUM-68~~

accordance with the Rules and Regulations of the Public Service Commission of South Carolina and the laws of the State of South Carolina as applicable to meter tampering.

#### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

#### CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. If within the first year, the Customer wishes to discontinue participation in this Program, the Customers using Company provided Load Control Device(s) will pay a \$25 service charge and Customers who have received initial thermostat-based incentive will pay a \$75 service charge. Upon termination, the load control device(s) at the Customer's residence will be remotely disabled to prevent further load control but will only be removed upon request by Customer.

#### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.